

REMARKS/ARGUMENTS

Prior to this Amendment, claims 1, 3, 5, 8-11, 13, and 16-18 were pending in the application.

Dependent claim 9 is amended to correct a typographical error. Dependent claim 10 is amended to include limitations presented in the original filing to address an enablement rejection.

After entry of the Amendment, claims 1, 3, 5, 8-11, 13, and 16-18 remain for consideration by the Examiner.

Specification

The specification was objected to due to the use of the term "polarity" in distance calculations in claim 10. Claim 10 has been amended to contain the language that was provided in the original filing. Applicant believes this addresses the issue raised by the Examiner and objections under 35 U.S.C. §112, first paragraph.

Claim Rejections Under 35 U.S.C. §112

In the July 27, 2006 Office Action, claim 10 was rejected for the reasons set forth for objecting to the specification. Claim 10 is amended to address this rejection.

Claim Rejections Under 35 U.S.C. §102

In the February 10, 2006 Office Action, claims 1, 3, 5, 6, 8-14, and 16 were rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Pat. No. 6,131,087 ("Luke"). This rejection is traversed in last Amendment. The Examiner has withdrawn the rejection of claims 1, 5, 9-11, and 16 as being anticipated by Luke (with claims 6, 12, and 14 being cancelled). However, in the July 27, 2006 Office

Action, the Examiner maintains the rejection of claims 3, 8 and 13 as being anticipated by Luke. This rejection is traversed based on the following remarks.

Independent claim 3 calls for a first matching of orders based on normalized dimensions and **then applying a rule based filter whereby matches may be rejected based on the rule based criteria even though they otherwise provide an accurate match**. Luke is cited in cols. 7 and 8 for teaching a series of rules for determining matches. However, Luke at this citation is explaining in detail the matching of each of its dimensions with a potential match. There is no discussion of performing the matching of Luke and then proceeding with a rule based filter to potentially eliminate dimension-based matches. The usefulness of this technique is described in Applicant's specification at least in the paragraph beginning at page 13, line 5. Since Luke fails to teach this two part matching technique, the method of claim 3 is not anticipated, and Applicant requests that the rejection of claim 3 based on Luke be withdrawn.

The Examiner more specifically cites col. 9, lines 13-26 and col. 9, line 57 to col. 10, line 14 for teaching the applying step of claim 3. At col. 9, lines 13-26, Luke is describing the method shown in Fig. 2 and particularly step 209 and the definition of a "market space" that includes "all the identified solicitations ranked according to congruence." This ranked list is displayed to the originator of the offer at step 210. This citation provides no teaching of the applying a rule based filter to reject matches after the use of normalized dimensions have been used to determine matches. At col. 9, line 57 to col. 10, line 14, Luke is discussing a "negotiation process employed by two parties" (see col. 9, lines 49-51). Hence, the process discussed in Fig. 2 is only performed after an exchange partner is identified in step 220 of Fig. 2. Hence, the steps of Fig. 3 are NOT part of a process used to identify matches to an active order but instead are only used after such matching has occurred. There is no suggestion in Luke that the match identification process taught in Fig. 2 should be modified to include any of the techniques discussed with

relation to the two-party negotiation process of Fig. 3. Hence, not only does Luke fail to anticipate the method of claim 3, but it also provides no suggestion of the method and fails to provide motivation to modify its specifically taught matching method. For these reason, Applicant requests that the rejection of claim 3 based on Luke be withdrawn.

Claims 8 and 13 depend from claim 3 and are believed allowable over Luke at least for the reasons provided for allowing claim 3.

Claim Rejections Under 35 U.S.C. §103

In the Office Action, claims 1, 5, 8-11, and 16-18 were rejected under 35 U.S.C. §103(a) as being unpatentable over Luke in view of U.S. Pat. Appl. Publ. No. 2002/0016759 ("Macready"). This rejection is traversed based on the following remarks.

Claim 1 is directed to a method for matching orders for goods or services. The method includes a flattening step that includes deriving "a plurality of normalized dimensions corresponding to the characteristics in the active order, wherein the flattening includes mapping each of the characteristics to an axis corresponding to the characteristic and converting a value of the characteristic to a value between zero and one." Then a matching order is determined based on the normalized dimensions as compared to stored passive orders. Luke fails to teach such a flattening step that involves mapping a normalized value of a characteristic to an axis associated with that dimension and is between zero and one.

The Office Action states in the second paragraph of page 6 that Luke fails to teach normalizing values by converting each characteristic value to a value between 0 and 1. Macready is cited for overcoming this deficiency of Luke. Specifically, Macready is cited for teaching a normalizing function with a range of 0 to 1 at paragraph 60. Applicant disagrees with this understanding of the teaching of Macready. Macready does NOT teach that each characteristic in an active order is mapped to an axis corresponding to the characteristic and then converting a value

of the characteristic to a value between zero and one to achieve normalized dimensions. Instead, in paragraph [0024] and elsewhere, Macready teaches that its normalization solves the difficult problem of how differing characteristics or dimensions of an order can be compared (such as color and time of delivery) "by requiring that the average distance of an negotiation variable from its ideal value is the same for all dimensions." This does not teach that each negotiation variable is normalized to have a value between zero and one. Therefore, the normalization taught by Macready fails to teach the normalization called for in the flattening step of claim 1, and the combined teaching of Luke and Macready fail to teach or suggest each and every limitation of the claim as required under 35 U.S.C. §103.

The Office Action argues that the function discussed in paragraph [0060] teaches such a normalization function. However, at paragraphs [0060], Macready is describing its "utility function" and not a normalization function to be applied to each variable or characteristic of a trade. Instead, the utility function maps a point in the negotiation space to a value from zero to one. Paragraphs [0017]-[0020] are useful for explaining that each point in the negation space (presented as (x, x, r)) is a trading point and may have multiple components such as price, time of delivery, and color. However, there is no discussion that each of these components is normalized to a value between zero and one. The utility number is between zero and one for each trading point, but this does not teach the claim language presented in claim 1 in the flattening step. For these reasons, Applicant requests that the rejection of claim 1 based on Luke in view of Macready be withdrawn.

Further, Applicant notes that Macready may only be useful as a reference through 35 U.S.C. §102(e) based on provisional application filings that were filed before the priority dates of Applicant's application. Applicant has not ordered the file history of Macready to review the content of these provisional applications. Applicant, instead, requests that the Examiner review these provisional filings to determine if they support the materials being cited in the published Macready

application. If not, the arguments provided above are moot as this reference may have to be withdrawn or at least only cited for what is properly enabled in the earlier filings.

Claims 5, 9-11, and 16 depend from claim 1 and are believed allowable at least for the reasons provided for allowing claim 1 over Luke and Macready. Further, claim 16 calls for notifying an entity associated with the orders if the "distance calculation" meets predefined criteria. Luke fails to teach this additional limitation. The Office Action cites Luke at col. 6, lines 16-19 for this teaching, but this citation only discusses notifying originators of matches. There is no discussion of determining the called for distances and then notifying the originators of matches that are within a calculated distance. No response to this argument was provided in the Response to Arguments. For this additional reason, claim 16 is allowable over Luke and Macready.

Additionally, the Office Action rejected claims 17 and 18 under 35 U.S.C. §103(a) as being unpatentable over Luke as applied to claim 1 and further in view of U.S. Pat. No. 6,418,415 ("Walker"). Claim 1 is believed allowable over Luke for the reasons provided above, and, particularly, Luke is described by the Examiner as failing to show the normalization called for in the flattening step of claim 1. Claims 17 and 18 depend from claim 1, and claims 17 and 18 are believed allowable over Luke for the reasons provided for claim 1. Further, Walker fails to overcome the deficiencies of Luke discussed with reference to claim 1. For these reasons, claims 17 and 18 are believed in condition for allowance.

Conclusions

In view of all of the above, Applicant respectfully requests that a timely Notice of Allowance be issued in this case.

No fee is believed due for this submittal. However, any fee deficiency associated with this submittal may be charged to Deposit Account No. 50-1123.

Respectfully submitted,

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